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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:		Atty. Docket No.:	011684.00003
Jay DONAHUE			
Serial No.:	09/610,005	Group Art Unit:	3621
Filed:	July 5, 2000	Examiner:	Greene, Daniel L.
For:	Method and Apparatus For Negotiating A Real Estate Lease Using A Computer Network	Confirmation No.:	4305

APPEAL BRIEF

Mail Stop: Appeal Brief-Patents
Commissioner of Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

This is an Appeal Brief in accordance with 37 C.F.R. § 1.192, filed in triplicate in support of appellants' January 28, 2004 Notice of Appeal. Appeal is taken from the Final Office Action mailed October 31, 2003. Please charge any necessary fees in connection with this Appeal Brief to our Deposit Account No. 19-0733.

REAL PARTY IN INTEREST

The owner of this application, and the real party in interest, is J. J. Donahue & Co.

RELATED APPEALS AND INTERFERENCES

There are no related appeals and interferences.

STATUS OF CLAIMS

Claims 1-27, 29-42, 44-46, and 48-56 are rejected, claims 28, 43, and 47 are canceled. Pending claims 1-27, 29-42, 44-46, and 48-56 are shown in the attached appendix. Claim rejections are as follows:

- Claims 1, 3, 11-15, 21-22, 30-42, 44, 46, 49, 50, and 52-55 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford *et al.* (U.S. Pat. No. 6,502,113 B1, hereinafter Crawford).
- Claim 2 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Hoyt *et al.* (U.S. Pat. No. 6,067,531, hereinafter Hoyt).
- Claim 4 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Rickard *et al.* (U.S. Pat. No. 6,112,189, hereinafter Rickard).
- Claims 5, 6, 16, and 17 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Boesch *et al.* (U.S. Pat. No. 5,897,621, hereinafter Boesch).
- Claims 7-10, 18-20 and 29 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Raveis, Jr. (U.S. Pat. No. 6,321,202, hereinafter Raveis).
- Claims 23, 27 and 48 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Luke *et al.* (U.S. Pat. No. 6,131,087, hereinafter Luke).
- Claim 24 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Luke and Raveis.
- Claim 25 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Luke, Raveis, and Boesch.

- Claims 26 and 45 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Luke and Rickard.
- Claims 51 and 56-57 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Hoyt.

The Appellant hereby appeals the rejection of all pending claims 1-27, 29-42, 44-46, and 48-56.

STATUS OF AMENDMENTS

No Amendment After Final Rejection has been submitted by the Appellant.

SUMMARY OF INVENTION

In making reference herein to various portions of the specification and drawings in order to explain the claimed invention (as required by 37 C.F.R. § 1.192(c)(5)), Appellant does not intend to limit the claims; all references to the specification and drawings are illustrative unless otherwise explicitly stated.

According to some embodiments, the present invention allows two parties to negotiate and execute a real estate lease over a computer network such as the Internet, separating the transaction into distinct phases during which certain actions are taken. P. 2, ll. 23-26. Parties to the transaction answer predefined questions regarding a proposed transaction in such a manner that certain aspects of the transaction can be agreed upon early during the negotiation process while others are deferred to later phases. P. 2, l. 27 – p. 3, l. 1. In each phase, parties select from a predefined list of actions associated with a particular aspect of the negotiation. Provisions to which both parties agree are "locked in" while those that are deferred are worked out in a

subsequent phase. P. 3, ll. 7-8. Tools are provided to facilitate transnational aspects of the negotiation (e.g., conversion between currencies, metrics, or languages), and a computer generates intermediate documents that assist in the negotiation (e.g., draft proposal letters) and identifies areas that require further negotiation. P. 3, ll. 10-13.

The system guides the parties to the transaction (i.e., landlord and tenant) through various negotiation phases. A structured transaction engine controls the negotiation process by displaying web pages containing predefined choices for various aspects of the transaction within each negotiation phase, and by comparing choices made by each party on each web page to rules stored in a rules database. P. 5, l. 26 – p. 6, l. 1. That is, each party must either agree or defer to milestone decisions. P. 8, l. 11. Web-based computer forms, such as those shown in FIGS. 13 through 15, can be used to select choices relating to lease provisions. The computer checks to determine whether all of the choices selected by the party in the negotiation phase are either AGREE or DEFER. If so, then another check is made to determine whether the other party has also selected choices for the particular negotiation phase. The agreed terms are deemed "locked in" by the computer and not subject to further change; those for which the parties have indicated DEFER are deferred by the computer until a later negotiation phase. P. 13, ll. 25-27.

Certain lease provisions may have subsidiary actions (e.g., lower-level agreements and deferrals) that can then be "rolled up" to the phase-level negotiation. P. 3, ll. 8-10.

The parties can independently log into the system from different locations, time zones, and even countries, and at different times. Parties may input values into the system that pertain to the lease agreement. See, e.g., Fig 13, box 1309.

According to various aspects of the invention, the system may provide a list of third party service providers (e.g., a painter), and can automatically send data to the third party service provider pre-populated with information pertaining to the lease transaction (e.g., a square footage of leased space in need of painting). In addition, when two parties to the transaction cannot agree on a decision, an aspect of the invention may provide a compromise feature whereby the system suggests a compromise value in the middle ground between the two parties' respective desired values.

ISSUES

1. Whether claims 1, 3, 11-15, 21-22, 30-42, 44, 46, 49, 50, and 52-55 are patentable pursuant to 35 U.S.C. § 103(a) over Crawford.
2. Whether claim 2 is patentable pursuant to 35 U.S.C. § 103(a) over Crawford in view of Hoyt.
3. Whether claim 4 is patentable pursuant to 35 U.S.C. § 103(a) over Crawford in view of Rickard.
4. Whether claims 5, 6, 16, and 17 are patentable pursuant to 35 U.S.C. § 103(a) over Crawford in view of Boesch.
5. Whether claims 7-10, 18-20 and 29 are patentable pursuant to 35 U.S.C. § 103(a) over Crawford in view of Raveis.
6. Whether claims 23, 27 and 48 are patentable pursuant to 35 U.S.C. § 103(a) over Crawford Luke.
7. Whether claim 24 is patentable pursuant to 35 U.S.C. § 103(a) over Crawford in view of Luke and Raveis.

8. Whether claim 25 is patentable pursuant to 35 U.S.C. § 103(a) over Crawford in view of Luke, Raveis, and Boesch.

9. Whether claims 26 and 45 are patentable pursuant to 35 U.S.C. § 103(a) over Crawford in view of Luke and Rickard.

10. Whether claims 51 and 56-57 are patentable pursuant to 35 U.S.C. § 103(a) over Crawford in view of Hoyt.

GROUPING OF CLAIMS

The Appellant respectfully asserts that each of the claims stands or falls on its own merits rather than as grouped in the rejections. However, in accordance with 37 C.F.R. § 1.192(c)(7) and with respect to arguments set forth herein, the Appellant provides the following groups of claims as standing or falling together:

1. Claims 1, 3, and 13-15
2. Claims 30, 31, 33, 35-38, 40, 41, 46, 49, 50, 52, 53, 55
3. Claims 11, 21, 34, 42
4. Claims 12, 22
5. Claims 32, 39
6. Claim 44
7. Claim 54
8. Claim 2
9. Claim 4
10. Claims 5 and 6
11. Claims 16 and 17

12. Claims 7, 10, 18, 20

13. Claim 29

14. Claims 8, 9, 19

15. Claims 23, 27, and 48

16. Claim 24

17. Claim 25

18. Claims 26 and 45

19. Claim 51

20. Claims 56-57

ARGUMENT

Issue 1

Claims 1, 3, 11-15, 21-22, 30-42, 44, 46, 49, 50, and 52-55 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford *et al.* (U.S. Pat. No. 6,502,113 B1, hereinafter Crawford).

Claims 1, 3, and 13-15

The present inventive system as described in the specification teaches a system and method for two or more parties to complete a real estate transaction, such as a lease, from initial negotiations to contract preparation to performance of contract provisions. That is, the system manages a complete transaction process having multiple (e.g., nine) distinct phases between two or more parties. By way of example, phases can include proposal, scheduling, business issues, tenant environment definition, legal documents, monitoring and scheduling of performance, and evaluation. Each lease is negotiated using a computer-implemented process that guides the parties through the various negotiation phases. Parties to the transaction may answer predefined

questions regarding a proposed transaction in such a manner that certain aspects of the transaction can be agreed upon early during the negotiation process while others are deferred to later phases. The parties either agree or defer to milestone decisions. This acknowledges that milestones may be used to complete the project or transaction, and that it is useful to avoid the dead-end implied by using the word "no" (which is considered impolite or is non-existent in some cultures). Because both parties are forced to conform to a highly structured, well-defined transaction sequence for negotiation, errors and misunderstandings can be greatly reduced.

In contrast, Crawford describes an online system whereby two parties collaborate to edit a *specific document* having a plurality of negotiable clauses (Crawford abstract, emphasis added). The Crawford system uses an external base document, which must be imported, as a default position from which to begin online collaboration between the parties (Crawford, col. 8, lines 61-63). That is, the Crawford relies on an externally imported document. The parties each review the document online and suggest changes and amendments to the actual text of the document (Crawford, col. 12, line 19 – col. 13, lines 5). Crawford allows for detailed editing of intricate contract language without incurring delays normally associated with substantial revisions (col. 12, lines 40-42). Crawford does not teach, suggest, or support the notion of a transaction having multiple, distinct phases, nor the concise negotiation of transaction milestones, as is recited in claims 1, 3 and 13-15. Nor does Crawford generate documents based upon decisions reached by the negotiating parties through a structured transaction engine, as does the present invention (see p. 6, ll. 13-15 of original application).

The final office action, at p.2, ¶ 5, states that Crawford teaches such a system at col. 2, lines 25-65. At the cited portion, however, Crawford actually states that what is taught therein is a universal *document* management system which allows two parties to divide a proposed contract or draft letter of agreement into issues which can be edited, thereby creating intermediate draft versions of the same document. Col. 2, lines 31-57. Crawford does not teach or suggest a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, nor determining whether two parties have selected the same predefined action, as is required by claim 1.

In order to reject a claim as obvious under § 103(a), three criteria must exist: 1) there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine the

reference teachings; 2) there must be a reasonable expectation of success; and 3) the prior art reference(s) must teach or suggest all the claim limitations. *See* MPEP § 706.02 (j); *In re Vaeck*, 947 F.2d 488 (Fed. Cir. 1991).

Appellant submits that there is no motivation to modify the teachings of Crawford with the level of knowledge of one of ordinary skill in the art to arrive at the present invention because Crawford *teaches away* from the inventive methods and systems. The present invention specifically encourages decisions in turns by each party, and deferring action on disagreed upon terms. Crawford, on the other hand, admits that the Crawford system "virtually abolishes the kind of crunch strategies which are bound up with aggressive win/lose negotiations. In other words, this program helps negotiators avoid the so-called 'Japanese' type of turn taking evasion, in which bottom line judgments are avoided...." Thus, Crawford specifically discourages deferring answering a question, whereas it is an aspect of the present invention that non-agreed provisions are deferred to a later phase of negotiation.

The final office action, at p. 3, indicates that Crawford teaches or suggests deferral of non agreed terms at col. 6, lines 45-63. However, Crawford describes a system for negotiating clauses of a contract and updating clauses to reflect the last of the modifications. Crawford also visually codes displays to distinguish between clauses that have been negotiated and clauses which have not yet been agreed to. However, Crawford does not teach or suggest a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, nor determining whether two parties have selected the same predefined action or deferred agreement to a later distinct phase, as is required by claim 1.

The Federal Circuit has repeatedly stated that the limitations of a claim in a pending application cannot be used as a blueprint to piece together prior art in hindsight, *In re Dembiczak*, 50 U.S.P.Q.2d 1614 (Fed. Cir. 1999), and that the Patent Office should *rigorously* apply the requirement that a teaching or motivation to combine prior art references needs to be provided. *Id.* (emphasis added). Thus, Appellant respectfully submits that that there is no motivation or suggestion to modify Crawford, which describes a system for editing a specific document, to arrive at the present invention, which manages an entire transaction. Likewise, because Crawford teaches away from the present invention, Crawford cannot be used in any

combination to support a rejection in this case.[1] All the pending claims are thus allowable over Crawford for this reason alone.

Even if Crawford were modified as suggested by the examiner, the modification would not teach or suggest all the claim limitations of any claim. Independent claim 1 recites, in pertinent part:

> (1) displaying on a computer screen a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, wherein the plurality of lease provisions are associated with a first phase of a lease negotiation;
>
> (2) for each of a plurality of negotiators to the lease transaction, selecting one of the plurality of predefined actions associated with each lease provision; and
>
> (3) for each lease provision, determining whether each of the plurality of negotiators has selected the same associated predefined action and, if so, storing in the computer an indication of the associated lease provision as an agreed provision and, if not, deferring non-agreed lease provisions to a later phase of the lease negotiation.

At a minimum, Crawford does not teach or suggest a plurality of predefined actions associated with *each* lease provision—Crawford (at best) describes a plurality of predefined actions associated with the *entire document or contract*, not individual contract provisions, as can be seen in Crawford, Fig. 10-12. That is, the same actions are associated with all contract provisions in Crawford, whereas there are separate action elements for each lease provision in the present invention. While Fig. 12 of Crawford provides a single action "Agree Upon," and Fig. 13 provides a second single action "Renegotiate," this does not teach or suggest associating a plurality of predefined actions with each lease provision, nor does it teach or suggest deferring non agreed terms to a later phase of transaction negotiations.

Crawford also does not teach or suggest that "the plurality of lease provisions are associated with a first phase of a lease negotiation." Crawford does not teach or suggest multiple phases as defined in claims 1, 3, and 13-15. Crawford only teaches or suggests a single phase as defined in the present application. Specifically, Crawford only teaches, suggests, and/or describes actions that may occur during a single phase (i.e., phase five—legal documents). In

[1] In addition, the Examiner who signed the Office Action also signed the International Search Report for the corresponding PCT application, which indicated that the Crawford reference is not considered to be of particular relevance to the claimed invention.

addition, the examiner's conclusory statement that "'distinct phases' does not serve as a limitation on the claim" would render the claim language superfluous, and must therefore be wrong with respect to those claims that recite "phases" and/or "distinct phases."

Crawford also does not teach or suggest "for each lease provision, determining whether each of the plurality of negotiators has selected the same associated predefined action." That is, in Crawford, there are no predefined actions associated with each lease provision for a negotiator to select. Crawford can thus make no determination whether each of a plurality of negotiators has selected the same associated predefined action.

Crawford also does not teach or suggest "storing in the computer an indication of the associated lease provision as an agreed provision and, if not, deferring non agreed lease provisions to a later phase of the lease negotiation" as recited in claim 1. Because Crawford does not manage a transaction with phases, Crawford cannot affirmatively defer non agreed lease provisions to a later phase, as does the present invention.

Claim 1 is thus allowable over Crawford because Crawford, even when combined with the level of knowledge of one of ordinary skill in the art, does not teach or suggest every limitation of claim 1.

Independent claim 14, similarly, recites in pertinent part:

> a computer system programmed with software that generates a display of *a plurality of lease provisions and a plurality of predefined actions associated with each lease provision*, wherein *the plurality of lease provisions are associated with a first phase of a lease negotiation*;
>
> wherein the software *receives choices from the tenant and the landlord for each lease provision pertaining to one of the predefined actions* and, *for each lease provision, determines whether the tenant and landlord have indicated agreement* and, if so, *stores in the computer an indication of the agreed lease provisions* and, if not, *defers non-agreed lease provisions to a later phase of the lease negotiation.*

Similar to claim 1, Crawford at least does not teach or suggest the italicized portions of claim 14. Dependent claims 3 and 13 are allowable at least for the same reasons as allowable base claim 1. Dependent claim 15 is allowable at least for the same reasons as allowable base claim 14.

Claims 30, 31, 33, 35-38, 40, 41, 46, 49, 50, 52, 53, 55

Independent claim 30 recites in pertinent part:

> (2) for each of a plurality of negotiators to the real estate agreement, *detecting each negotiator's computer selection of one of the plurality of displayed choices for each of the predefined real estate agreement provisions*;
> (3) for each predefined real estate agreement provision, *determining whether each of the plurality of negotiators has selected the same displayed choice* and, *for each such same choice, storing in a computer an indication of agreement regarding the associated agreement provision.*

Similar to claim 1, Crawford at least does not teach or suggest the italicized portions of claim 30. In addition, however, claim 30 recites:

> (1) displaying on a computer screen a plurality of predefined real estate agreement provisions each relating to one aspect of a potential real estate agreement, each provision having an associated displayed choice including at least an agreement choice and a deferral choice

Crawford does not teach or suggest an agreement choice and a deferral choice displayed as a plurality of predefined real estate agreement provisions displayed on a computer screen, as evidenced by the examiner later attempting (unsuccessfully) to rely on Hoyt for similar aspects of other claims. Thus claim 30 is further allowable over Crawford for this reason as well.

Independent claims 38, 49, 50, 52, and 53 also recite similar language which is not taught or suggested by Crawford. Independent claims 38, 49, 50, 52, and 53 recite in pertinent part "each provision having an associated displayed choice including at least an agreement choice and a deferral choice." However, Crawford does not teach or suggest an agreement choice and a deferral choice. In addition, the examiner does not provide any evidence that one of ordinary skill in the art would know to adapt Crawford in such a manner so as to make the invention claimed in claims 30, 38, 49, 50, 52, and 53. Indeed, other claims including reference to an agree choice and a defer choice (e.g., claim 2, discussed below) are rejected (although improperly) over Crawford in view of Hoyt, as discussed above, thus demonstrating that Crawford alone does not contain or suggest this feature. Claims 38, 49, 50, 52, and 53 are thus allowable over Crawford.

Dependent claims 31, 33 and 35-37 are allowable at least for the same reasons as allowable base claim 30.

Dependent claims 40, 41, and 46 are allowable at least for the same reasons as allowable base claim 38.

Dependent claim 55 is allowable for at least the same reasons as allowable base claim 53.

Claims 11, 21, 34, 42

Dependent claims 11, 21, 34 and 42 are allowable at least for the same reasons as their respective base claims, discussed above. In addition, claims 11, 21, 34 and 42 further recite resolving in a later negotiation phase lease provisions that were deferred from a previous negotiation phase.

Crawford neither teaches nor suggests this aspect of these claims, at least because Crawford does not teach or suggest negotiation phases *as admitted by the examiner*. Final Office Action, p. 3. Nor does Crawford teach or suggest deferring a lease provision to a subsequent phase of negotiation.

Claims 12, 22

Dependent claims 12 and 22 are allowable at least for the same reasons as their respective base claims, discussed above. In addition, claims 12 and 22 further recite automatically generating an intermediate document that summarizes points of agreement in the negotiation.

The examiner cites Crawford, col. 11, lines 50-67, and col. 12, lines 1-67. However, Crawford does not teach or suggest automatically generating an intermediate document that summarizes points of agreement. Crawford merely prepares revised versions of the actual document being negotiated, not an intermediate document that summarizes points of agreement.

Claims 32, 39

Dependent claims 32 and 39 are allowable at least for the same reasons as their respective base claims, discussed above. In addition, claims 32 and 39 further recite displaying the predefined real estate agreement provisions grouped into distinct negotiation phases. As

discussed above, Crawford does not divide a negotiation transaction into distinct phases, and thus cannot display predefined real estate agreement provisions grouped into any distinct negotiation phases.

Claim 44

Dependent claim 44 is allowable for at least the same reason as its respective base claim, discussed above. In addition, claim 44 further recites receiving a first ancillary value from the first negotiator representing a first proposed contract value corresponding to one of the predefined agreement provisions, receiving a second ancillary value from the second negotiator representing a second proposed contract value corresponding to one of the predefined agreement provisions, and if the first ancillary value and the second ancillary value are different, generating a message identifying a discrepancy.

The examiner cites Crawford, col. 9, lines 1-47 and Fig. 15. Crawford, however, does not distinguish between types of input. All input into the Crawford system is treated as text of a contract. Crawford cannot distinguish an ancillary value from other contract text, nor make a comparison of values entered by two negotiators and, when different, generate a message identifying a discrepancy. Claim 44 is therefore allowable over Crawford for this additional reason.

Claim 54

Dependent claim 54 is allowable for at least the same reason as its respective base claim, discussed above. In addition, claim 54 further recites that the predefined structure and sequence of questions for the first phase are different than the predefined structure and sequence of questions for a second phase. Crawford, on the other hand, provides only a single negotiation phase, and therefore, if Crawford even had a predefined structure and sequence of questions, would only have one such structure and sequence.

Issue 2

Claim 2 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Hoyt et al. (U.S. Pat. No. 6,067,531, hereinafter Hoyt).

Claim 2 is allowable for at least the same reasons as its independent base claim 1. The examiner states that it would have been obvious to combine Crawford with Hoyt "in order to further clarify the action required to establish that the user made the choice to agree of [sic] defer their decision on a clause/provision." However, this supposed suggestion is actually the result of the combination, not a motivation to combine the references in the first place, and is therefore impermissible hindsight. In addition, Crawford also cannot properly be combined with Hoyt because Crawford teaches away from the present invention (as discussed above).

Even if combined, Hoyt does not cure the deficiencies with Crawford. Hoyt describes a system that can indicate when a contract clause is incomplete or in error; Hoyt does not teach or suggest, at the cited portion or otherwise, that a user selects an AGREE or DEFER choice as recited in the claim (Hoyt, col. 31, ll. 11-14). Thus, even if Crawford were combined with Hoyt, the combination would not teach or suggest every limitation of claim 2.

Issue 3

Claim 4 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Rickard et al. (U.S. Pat. No. 6,112,189, hereinafter Rickard).

Claim 4 is allowable for at least the same reasons as its independent base claim 1. In addition, Crawford cannot properly be combined with Rickard because Crawford teaches away from the present invention (as discussed above). Even further, the examiner does not provide any motivation or suggestion to combine Rickard with Crawford. That is, the examiner states that it would have been obvious to combine Crawford with Rickard in order to "provide the method of managing negotiations between parties of Crawford '113 with the step of receiving from at least one of the negotiators a numerical value pertaining to at least one of the least provisions of Rickerd [sic] '189, in order to assist in the negotiating an optimum agreement." Again, this supposed suggestion is actually the result of the combination, and thus is impermissible hindsight.

Even if combined, Rickard does not cure the deficiencies of Crawford. That is, the alleged combination still does not teach or suggest:

> for each lease provision, determining whether each of the plurality of negotiators has selected the same associated predefined action and, if so, storing in the computer an indication of the associated lease provision as an agreed provision and, if not, deferring non-agreed lease provisions to a later phase of the lease negotiation

as required by claim 4.

Issue 4

Claims 5, 6, 16, and 17 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Boesch et al. (U.S. Pat. No. 5,897,621, hereinafter Boesch).

Claims 5 and 6

The examiner rejects claims 5 and 6 over Crawford in view of Boesch. However, claims 5 and 6 are dependent on claim 4, which was rejected over Crawford in view of Rickerd, whereas the present rejection does not include Rickerd, and Boesch does not cure the deficiencies in Rickerd. That is, neither Crawford nor Boesch teach or suggest:

> for each lease provision, determining whether each of the plurality of negotiators has selected the same associated predefined action and, if so, storing in the computer an indication of the associated lease provision as an agreed provision and, if not, deferring non-agreed lease provisions to a later phase of the lease negotiation

as required by claims 5 and 6. Claims 5 and 6 are further allowable based on their respective base claims. In addition, Crawford cannot properly be combined with Boesch because Crawford teaches away from the present invention (as discussed above). The examiner states that it would have been obvious to combine Crawford and Boesch "in order to facilitate international commerce." Once again, the supposed suggestion is the end result of the combination, not a suggestion or motivation regarding how to get there.

Even if combined, Boesch does not cure the deficiencies of Crawford. That is, Boesch at least does not teach or suggest:

> for each lease provision, determining whether each of the plurality of negotiators has selected the same associated predefined

> action and, if so, storing in the computer an indication of the associated lease provision as an agreed provision and, if not, deferring non-agreed lease provisions to a later phase of the lease negotiation

as required by claims 5 and 6.

Claims 16 and 17

Each of rejected dependent claims 5, 6, 16, and 17 is allowable based on the allowability of their respective base claims. In addition, Crawford cannot properly be combined with Boesch because Crawford teaches away from the present invention (as discussed above). In addition, the examiner states that it would have been obvious to combine Crawford and Boesch "in order to facilitate international commerce." Once again, the supposed suggestion is the end result of the combination, not a suggestion or motivation regarding how to get there.

Even if combined, Boesch does not cure the deficiencies of Crawford. That is, Boesch at least does not teach or suggest:

> for each lease provision, determining whether each of the plurality of negotiators has selected the same associated predefined action and, if so, storing in the computer an indication of the associated lease provision as an agreed provision and, if not, deferring non-agreed lease provisions to a later phase of the lease negotiation

as required by claims 16 and 17.

Issue 5

Claims 7, 10, 18, 20

Claims 7-10, 18-20 and 29 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Raveis, Jr. (U.S. Pat. No. 6,321,202, hereinafter Raveis).

Dependent claims 7-10 and 18-20 are allowable based on the allowability of their respective independent claims. In addition, Crawford cannot properly be combined with Raveis because Crawford teaches away from the present invention (as discussed above). The examiner

states it would have been obvious to combine Crawford with Raveis "in order to associate vendors with at least one phase of the negotiation process." As with the previous combinations, the supposed suggestion relied upon to combine the references is in fact the end-result of the combination, and is therefore impermissible hindsight.

Even if the references were combined, Raveis does not cure the deficiencies of Crawford. That is, the combination still does not teach or suggest:

> for each lease provision, determining whether each of the plurality of negotiators has selected the same associated predefined action and, if so, storing in the computer an indication of the associated lease provision as an agreed provision and, if not, deferring non-agreed lease provisions to a later phase of the lease negotiation

as required by claims 7 and 10. The combination also does not teach or suggest:

> wherein the software receives choices from the tenant and the landlord for each lease provision pertaining to one of the predefined actions and, for each lease provision, determines whether the tenant and landlord have indicated agreement and, if so, stores in the computer an indication of the agreed lease provisions and, if not, defers non-agreed lease provisions to a later phase of the lease negotiation

as required by claims 18 and 20.

In addition, claim 29, similar to claim 30 (above), recites, *inter alia*, "a plurality of lease provisions and a plurality of predefined actions associated with each lease provision." Claim 29 is thus allowable for similar reasons as claim 30, because Raveis does not cure the deficiencies of Crawford.

Claim 29

Claim 29 is allowable at least based on the allowability of its respective base claim.

Claims 8, 9, 19

Claims 8, 9 and 19 are further allowable because neither Crawford or Raveis teach or suggest electronically transmitting to the third-party service provider a request for services

pre-populated with information pertaining to the lease negotiation. While Raveis provides limited description of informing parties to a transaction of third-party services, Raveis does not electronically transmit to the third-party service provider a request for services pre-populated with information pertaining to the lease negotiation. Raveis only provides a preferred mode of communication for each vendor, along with the vendor's contact information. Raveis col. 9, ll. 8-31.

Issue 6

Claims 23, 27 and 48 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Luke et al. (U.S. Pat. No. 6,131,087, hereinafter Luke).

Crawford cannot properly be combined with Luke nor any other reference (as discussed above). The examiner states that it would have been obvious to combine Crawford with Luke "in order to provide a system of matching and bargaining based on the many variable dimensions of a transaction between market participants." As with previous combinations, while this may be the end-result of the combination, it is certainly not a suggestion or motivation to combine the references in the first place.

Even if the references were combined, Luke would not cure the deficiencies of Crawford. That is, neither Crawford nor Luke teach or suggest:

> (3) determining those lease provisions for which the first and second parties have selected the same predefined action; and
> (4) for those lease provisions for which the first and second parties have not selected the same predefined action, assisting the first and second parties in reaching agreement.

as required by claims 23, 27, and 48.

Also, similar to claim 30, discussed above, independent claims 23 and 48 each recite, *inter alia*, "a plurality of lease provisions and a plurality of predefined actions associated with each lease provision," which is not taught or suggested by Crawford or Luke.

Claim 27, dependent on claim 23, is allowable for at least the same reasons as claim 23 as discussed above.

Issue 7

Claim 24 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Luke and Raveis.

The combination of Luke and/or Raveis with Crawford is improper, as discussed above. The examiner further states the combination would have been obvious "in order to associate vendors with at least one phase of the negotiation process." However, this alleged suggestion fails the hindsight test as with the above alleged suggestions. Also, Raveis does not cure the deficiencies of Crawford and/or Luke as discussed above, and claim 24 is therefore allowable for at least the same reasons as base claim 23.

In addition, claim 24 recites in pertinent part "generating a request for services from a local service provider." As discussed above, neither Crawford, Luke, nor Raveis teach or suggest transmitting any information to a service provider. Raveis merely provides contact information, which is far shy of generating a request for services as recited in the claim.

Issue 8

Claim 25 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Luke, Raveis, and Boesch.

The combination with Crawford is improper, as discussed above. The examiner states the combination would be obvious "in order to facilitate international commerce." However, this is hindsight motivation and is therefore impermissible.

Even if combined, Raveis, and Boesch do not cure the deficiencies of Crawford and/or Luke discussed above, and claim 25 is therefore allowable for at least the same reasons as its base claim 23.

Issue 9

Claims 26 and 45 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Luke and Rickerd.

The combination of Luke and/or Rickerd with Crawford is improper, as discussed above. The examiner states that it would have been obvious to combine the references "in order to facilitate expediting the negotiation process." Once again, while this may be the end result of the combination, it is not a valid suggestion to combine the references in the first place. Claims 26

and 45 are therefore allowable for at least the same reasons as their respective base claims, in addition to the additional features recited in each claim.

Issue 10

Claims 51 and 56-57 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Crawford in view of Hoyt.

Claim 51

Claim 51 is allowable for similar reasons as claim 1, and also because the combination of Crawford and Hoyt is improper because Crawford teaches away from the present invention, and because the examiner has provided no evidence of any suggestion or motivation to combine Crawford and Hoyt, as discussed above.

In addition, Hoyt does not cure the deficiencies of Crawford. That is, the final office action asserts that Hoyt describes a system whereby choices of AGREE and DEFER are provided. To the contrary, at col. 30, line 59 – col. 31, line 67, Hoyt merely describes a system that notifies a user when a contract component is incomplete or in error. Hoyt, col. 31, lines 17-19. Nowhere does Hoyt teach or suggest AGREE and/or DEFER choices.

Claims 56 and 57

Claim 56 is allowable for similar reasons as claim 1, and also because the combination of Crawford and Hoyt is improper because Crawford teaches away from the present invention, and because the examiner has provided no evidence of any suggestion or motivation to combine Crawford and Hoyt, as discussed above.

In addition, Hoyt does not cure the deficiencies of Crawford. That is, the final office action asserts that Hoyt describes a system whereby choices of AGREE and DEFER are provided. To the contrary, at col. 30, line 59 – col. 31, line 67, Hoyt merely describes a system that notifies a user when a contract component is incomplete or in error. Hoyt, col. 31, lines 17-19. Nowhere does Hoyt teach or suggest AGREE and/or DEFER choices.

Furthermore, claim 56 recites additional limitations not shown in the prior art, e.g., an amount of currency, a square footage to be leased, beginning date and terms of a lease, and a summary document.

Claim 57 is allowable based on the additional features recited therein, and also based on the allowability of base claim 56.

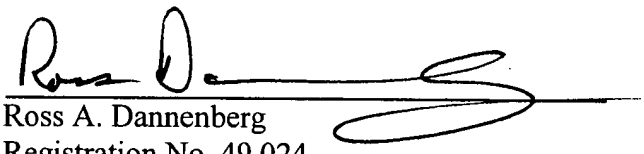
CONCLUSION

For all of the foregoing reasons, Appellants respectfully submit that the final rejection of claims 1-27, 29-42, 44-46, and 48-56 is improper and should be reversed.

Respectfully submitted,

BANNER & WITCOFF, LTD.

Dated: April 12, 2004

By: 

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APPENDIX

CLAIMS INVOLVED IN THE APPEAL

1. A computer-assisted method of negotiating a real estate lease transaction, comprising the steps of:

(1) displaying on a computer screen a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, wherein the plurality of lease provisions are associated with a first phase of a lease negotiation;

(2) for each of a plurality of negotiators to the lease transaction, selecting one of the plurality of predefined actions associated with each lease provision; and

(3) for each lease provision, determining whether each of the plurality of negotiators has selected the same associated predefined action and, if so, storing in the computer an indication of the associated lease provision as an agreed provision and, if not, deferring non-agreed lease provisions to a later phase of the lease negotiation.

2. The computer-assisted method of claim 1, wherein step (2) comprises the step of selecting either an AGREE choice or a DEFER choice for each lease provision.

3. The computer-assisted method of claim 1, wherein steps (1) and (2) are performed at a prospective tenant's computer during a first time period, and wherein steps (1) and (2) are performed at a prospective landlord's computer during a second time period.

4. The computer-assisted method of claim 1, wherein step (2) further comprises the step of receiving from at least one of the negotiators a numerical value pertaining to at least one of the lease provisions.

5. The computer-assisted method of claim 4, further comprising the step of converting in the computer the numerical value from a first unit of measure to a second unit of measure and displaying the second unit of measure.

6. The computer-assisted method of claim 4, further comprising the step of converting in the computer the numerical value from a first unit of currency to a second unit of currency and displaying the second unit of currency.

7. The computer-assisted method of claim 1, further comprising the step of selecting a third-party service provider from a computer database, wherein the third-party service provider is selected from a geographic area to which the lease pertains.

8. The computer-assisted method of claim 7, further comprising the step of electronically transmitting to the third-party service provider a request for services pre-populated with information pertaining to the lease negotiation.

9. The computer-assisted method of claim 8, wherein the third-party service provider is an architect, and wherein the electronically transmitted request pertains to a floor plan for the lease.

10. The computer-assisted method of claim 1, further comprising the step of completing an evaluation form for the negotiation and generating a report based on the evaluation form.

11. The computer-assisted method of claim 1, further comprising the step of:

(4) in the later negotiation phase, resolving lease provisions that were deferred from the first negotiation phase.

12. The computer-assisted method of claim 1, further comprising a step of automatically generating an intermediate document that summarizes points of agreement in the negotiation.

13. The computer-assisted method of claim 1, wherein steps (1) and (2) are performed over the Internet using web browsers by negotiators located at two different locations.

14. A system that facilitates the negotiation of a real estate lease between a tenant and a landlord, comprising a computer system programmed with software that generates a display of a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, wherein the plurality of lease provisions are associated with a first phase of a lease negotiation;

wherein the software receives choices from the tenant and the landlord for each lease provision pertaining to one of the predefined actions and, for each lease provision, determines whether the tenant and landlord have indicated agreement and, if so, stores in the computer an indication of the agreed lease provisions and, if not, defers non-agreed lease provisions to a later phase of the lease negotiation.

15. The system of claim 14, wherein the software receives choices from the tenant located at a first computer during a first time period and receives choices from the landlord located at a second computer during a second time period.

16. The system of claim 14, wherein the software converts a numerical value relating to one of the lease provisions from a first unit of measure to a second unit of measure.

17. The system of claim 14, wherein the software converts a numerical value relating to one of the lease provisions from a first unit of currency to a second unit of currency.

18. The system of claim 14, wherein the software suggests a third-party service provider from a computer database based on the geographic area of the lease.

19. The system of claim 18, wherein the software electronically transmits to the thirdparty service provider a request for services pre-populated with information pertaining to the lease negotiation.

20. The system of claim 14, wherein the software receives evaluation information from the tenant and the landlord and generates a report based on the evaluation information.

21. The system of claim 14, wherein the software prompts the tenant and landlord to resolve in a later negotiation phase lease provisions that were deferred from an earlier phase.

22. The system of claim 14, wherein the software automatically generates an intermediate document that summarizes points of agreement in the negotiation.

23. A computer-assisted method of negotiating a real estate lease, comprising the steps of:

(1) displaying on a first computer display device a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, and receiving from a first party information selecting one of the predefined actions for each lease provision;

(2) displaying on a second computer display device the plurality of lease provisions and the plurality of predefined actions associated with each lease provision, and receiving from a second party information selecting one of the predefined actions for each lease provision;

(3) determining those lease provisions for which the first and second parties have selected the same predefined action; and

(4) for those lease provisions for which the first and second parties have not selected the same predefined action, assisting the first and second parties in reaching agreement.

24. The method of claim 23, wherein step (4) comprises the step of generating a request for services from a local service provider.

25. The method of claim 23, further comprising the step of converting a value associated with one of the lease provisions from a first unit of measure to a second unit of measure and displaying the second unit of measure.

26. The method of claim 23, wherein step (4) comprises the step of suggesting a value for a lease provision that is a compromise between a value offered by the first party and a value offered by the second party.

27. The method of claim 23, further comprising the step of preventing the first party and the second party from modifying any lease provision for which the parties have selected the same predefined action.

29. A computer-implemented method of generating a report reflecting difficulties encountered during a computer-assisted lease negotiation, comprising the steps of:

(1) displaying on a first computer display device a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, and receiving from a first party information selecting one of the predefined actions for each lease provision;

(2) displaying on a second computer display device the plurality of lease provisions and the plurality of predefined actions associated with each lease provision, and receiving from a second party information selecting one of the predefined actions for each lease provision;

(3) negotiating between the first and second parties to reach agreement on at least one of the lease provisions for which the first and second party did not reach agreement;

(4) receiving from each party an evaluation form including information relating to the lease negotiation process; and

(5) generating a report including information received from the evaluation form.

30. A computer-assisted method of negotiating a real estate agreement, comprising the steps of:

(1) displaying on a computer screen a plurality of predefined real estate agreement provisions each relating to one aspect of a potential real estate agreement, each provision having an associated displayed choice including at least an agreement choice and a deferral choice;

(2) for each of a plurality of negotiators to the real estate agreement, detecting each negotiator's computer selection of one of the plurality of displayed choices for each of the predefined real estate agreement provisions;

(3) for each predefined real estate agreement provision, determining whether each of the plurality of negotiators has selected the same displayed choice and, for each such same choice, storing in a computer an indication of agreement regarding the associated agreement provision.

31. The computer-assisted method of claim 30, wherein each of the predefined real estate agreement provisions relates to a real estate lease provision.

32. The computer-assisted method of claim 30, wherein step (1) comprises the step of displaying the predefined real estate agreement provisions grouped into distinct negotiation phases.

33. The computer-assisted method of claim 30, wherein step (1) is performed on two computers each located at a different geographic location, wherein each negotiator selects choices during different time periods.

34. The computer-assisted method of claim 30, wherein steps (1) to (3) are performed during a first negotiation period, and further comprising the steps of:

(4) during a later negotiation period, re-displaying real estate agreement provisions for which agreement was not reached during the first negotiation period, and repeating steps (2) and (3) for all such provisions.

35. The computer-assisted method of claim 30, wherein step (1) comprises the step of displaying each of the plurality of real estate agreement provisions simultaneously on a single computer screen.

36. The computer-assisted method of claim 30, wherein step (1) comprises the step of displaying each of the plurality of real estate agreement provisions successively on separate computer screens.

37. A computer programmed with computer software that carries out steps (1) to (3) of claim 36.

38. A computer-assisted method of negotiating an agreement over a computer network, comprising the steps of:

(1) displaying on a first computer screen a plurality of predefined agreement provisions each relating to one aspect of a potential agreement, each provision having an associated displayed choice including at least an agreement choice and a deferral choice;

(2) detecting a first negotiator's computer selection of one of the plurality of displayed choices for each of the predefined agreement provisions;

(3) displaying on a second computer screen the plurality of predefined agreement provisions displayed on the first computer screen and a second plurality of associated displayed choices including at least an agreement choice and a deferral choice;

(4) detecting a second negotiator's computer selection of one of the plurality of displayed choices displayed on the second computer screen;

(5) determining whether the first and second negotiators have selected a same displayed choice for each predefined agreement provision and, for each such same choice, storing in a computer memory an indication of agreement regarding the associated agreement provision.

39. The computer-assisted method of claim 38, wherein step (1) comprises the step of displaying the predefined agreement provisions grouped into distinct negotiation phases.

40. The computer-assisted method of claim 38, wherein step (3) comprises the step of further displaying on the second computer screen one or more computer selections made by the first negotiator.

41. The computer-assisted method of claim 38, wherein step (1) is performed on two computers each located at a different geographic location, wherein each negotiator selects choices during different time periods.

42. The computer-assisted method of claim 38, wherein steps (1) to (4) are performed during a first negotiation period, and further comprising the steps of:

(6) during a later negotiation period, re-displaying agreement provisions for which agreement was not reached during the first negotiation period, and repeating steps (1) through (4) for all such provisions.

44. The computer-assisted method of claim 38, wherein step (2) comprises the step of receiving a first ancillary value from the first negotiator representing a first proposed contract value corresponding to one of the predefined agreement provisions; wherein step (4) comprises the step of receiving a second ancillary value from the second negotiator representing a second proposed contract value corresponding to one of the predefined agreement provisions; wherein the method further comprises the step of:

(6) if the first ancillary value and the second ancillary value are different, generating a message identifying a discrepancy.

45. The computer-assisted method of claim 38, wherein step (2) comprises the step of receiving a first ancillary value from the first negotiator representing a first proposed contract value corresponding to one of the predefined agreement provisions; wherein step (4) comprises the step of receiving a second ancillary value from the second negotiator representing a second proposed contract value corresponding to one of the predefined agreement provisions; wherein the method further comprises the step of:

(6) if the first ancillary value and the second ancillary value are different, proposing a third ancillary value representing a compromise between the first ancillary value and the second ancillary value.

46. A computer readable medium storing computer readable instructions that, when executed by a processor, cause a computer to perform steps (1) to (3) of claim 30.

48. A computer-readable medium comprising computer instructions that, when executed by a computer, perform the steps of:

(1) displaying on a first computer display device a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, and receiving from a first party information selecting one of the predefined actions for each lease provision;

(2) displaying on a second computer display device the plurality of lease provisions and the plurality of predefined actions associated with each lease provision, and receiving from a second party information selecting one of the predefined actions for each lease provision;

(3) determining those lease provisions for which the first and second parties have selected the same predefined action; and

(4) for those lease provisions for which the first and second parties have not selected the same predefined action, assisting the first and second parties in reaching agreement.

49. A computer programmed with computer software that carries out steps of:

(1) displaying on a first computer screen a plurality of predefined agreement provisions each relating to one aspect of a potential agreement, each provision having an associated displayed choice including at least an agreement choice and a deferral choice;

(2) detecting a first negotiator's computer selection of one of the plurality of displayed choices for each of the predefined agreement provisions;

(3) displaying on a second computer screen the plurality of predefined agreement provisions displayed on the first computer screen and a second plurality of associated displayed choices including at least an agreement choice and a deferral choice;

(4) detecting a second negotiator's computer selection of one of the plurality of displayed choices displayed on the second computer screen;

(5) determining whether the first and second negotiators have selected a same displayed choice for each predefined agreement provision and, for each such same choice, storing in a computer memory an indication of agreement regarding the associated agreement provision.

50. A computer readable medium storing computer readable instructions that, when executed by a processor, cause a computer to perform steps of:

(1) displaying on a first computer screen a plurality of predefined agreement provisions each relating to one aspect of a potential agreement, each provision having an associated displayed choice including at least an agreement choice and a deferral choice;

(2) detecting a first negotiator's computer selection of one of the plurality of displayed choices for each of the predefined agreement provisions;

(3) displaying on a second computer screen the plurality of predefined agreement provisions displayed on the first computer screen and a second plurality of associated displayed choices including at least an agreement choice and a deferral choice;

(4) detecting a second negotiator's computer selection of one of the plurality of displayed choices displayed on the second computer screen;

(5) determining whether the first and second negotiators have selected a same displayed choice for each predefined agreement provision and, for each such same choice, storing in a computer memory an indication of agreement regarding the associated agreement provision.

51. A computer-assisted method of negotiating a real estate lease transaction, comprising the steps of:

(1) displaying on a computer screen a plurality of lease provisions and a plurality of predefined actions associated with each lease provision, wherein the plurality of lease provisions are associated with a first phase of a lease negotiation and wherein the plurality of predefined actions comprise an AGREE choice and a DEFER choice for each lease provision;

(2) for each of a plurality of negotiators to the lease transaction, selecting either the AGREE choice or the DEFER choice for each lease provision; and

(3) for each lease provision, determining whether each of the plurality of negotiators has selected the same associated predefined action and, if so, storing in the computer an indication of the associated lease provision as an agreed provision and, if not, deferring non-agreed lease provisions to a later phase of the lease negotiation.

52. A computer-assisted method of negotiating a real estate agreement, comprising the steps of:

(1) in a first phase of a multiphase transaction wherein phases comprise predefined actions, displaying on a computer screen a plurality of predefined real estate agreement provisions each relating to one aspect of a potential real estate agreement, each provision having its own set of predefined actions associated and displayed therewith, each set of predefined actions including at least an agreement choice and a deferral choice;

(2) for each of a plurality of negotiators to the real estate agreement, detecting each negotiator's computer input representative of its selection of one of the predefined actions for each of the predefined real estate agreement provisions;

(3) for each predefined real estate agreement provision, determining whether each of the plurality of negotiators has selected the agreement choice and, when each of the plurality of negotiators has selected the agreement choice, storing in a computer an indication of agreement regarding the associated agreement provision.

53. A computer-assisted method of negotiating a real estate agreement, comprising the steps of:

(1) in a first phase of a multiphase transaction wherein each phase prescribes a predefined structure and sequence of questions to be answered, displaying on a computer screen a plurality of predefined real estate agreement provisions each relating to one aspect of a potential real estate agreement, each provision having its own set of predefined actions associated and displayed therewith, each set of predefined actions including at least an agreement choice and a deferral choice;

(2) for each of a plurality of negotiators to the real estate agreement, detecting each negotiator's computer input representative of its selection of one of the predefined actions for each of the predefined real estate agreement provisions;

(3) for each predefined real estate agreement provision, determining whether each of the plurality of negotiators has selected the agreement choice and, when each of the plurality of negotiators has selected the agreement choice, storing in a computer an indication of agreement regarding the associated agreement provision.

54. The computer assisted method of claim 53, wherein the predefined structure and sequence of questions for the first phase is different than the predefined structure and sequence of questions for a second phase.

55. The computer assisted method of claim 53, further comprising the step of automatically generating a legal document based on agreements reached by the negotiators.

56. A computer-assisted method of negotiating a real estate lease, comprising the steps of:

(1) outputting for display on a computer screen a plurality of lease criteria including:

a. an amount of currency to be paid per predefined period during the lease,

b. an amount of square footage to be leased,

c. a beginning date of the lease, and

d. a term of the lease; and

(2) displaying a plurality of predefined actions associated with a first phase of a lease negotiation including, for each lease criteria:

a. an AGREE choice and a DEFER choice to be selected by a landlord negotiator, and

b. an AGREE choice and a DEFER choice to be selected by a tenant negotiator;

(3) receiving input from the landlord negotiator and the tenant negotiator each selecting either the AGREE choice or the DEFER choice for each lease criteria;

(4) for each lease criteria, determining whether each of the plurality of negotiators has selected the AGREE choice and, if so, storing in the computer an indication of the associated lease criteria as an agreed provision and, if not, deferring non-agreed lease criteria to a later phase of the lease negotiation; and

(5) when requested by user input, generating for display a summary document comprising agreed provisions.

57. The computer-assisted method of claim 56, wherein step (1) further comprises displaying an input box corresponding to one of the lease provisions, wherein a negotiator enters comments corresponding to the lease provision in the input box.